



Good To Go! **Terms and Conditions**

THESE TERMS AND CONDITIONS, TOGETHER WITH YOUR APPLICATION, CONSTITUTE THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION ("WSDOT") *GOOD TO GO!* CUSTOMER AGREEMENT (THE "AGREEMENT") MADE AND ENTERED INTO BY AND BETWEEN YOU (THE "CUSTOMER") AND THE WSDOT *GOOD TO GO!* CUSTOMER SERVICE CENTER "CUSTOMER SERVICE CENTER") UNDER THE LAWS OF THE STATE OF WASHINGTON. NOTHING IN THIS AGREEMENT RELEASES YOU, THE CUSTOMER, FROM FINES RESULTING FROM FAILURE TO ABIDE BY APPLICABLE WASHINGTON STATE LAWS AND REGULATIONS.

Agreement v.2 revised 04/2008

Subject to the terms of this Agreement, the Customer will incur a *Good To Go!* toll charge for each use of a *Good To Go!* facility and the Customer Service Center agrees to provide the Customer with a transponder to be used at those locations accepting *Good To Go!* electronic toll payment. The Customer Service Center will also accept Commercial Vehicle Information Systems and Networks (CVISN) transponders, and TDMA transponders, to open *Good To Go!* accounts. CVISN and TDMA transponders will be treated in the same manner as *Good To Go!* transponders in this Agreement. Further, by completing the Application, making a payment into your prepaid *Good To Go!* account, and using the attached transponder, you agree to the following terms and conditions:

1.0 Transponder Usage

- a. Installation.** You agree to install, display and use the transponder in accordance with the instructions and not to assign or transfer your transponder without formal transfer approval through the Customer Service Center.
- b. Receipts.** You understand and agree that you will not receive a receipt for individual transponder transactions.
- c. Charges.** You understand and agree that electronic payment via transponder will be

calculated based on one or both of the following systems: 1) the number of vehicle axles detected by the system in the lanes, or 2) pricing based on congestion.

- d. Replacement.** You understand that if your transponder malfunctions, the Customer Service Center will replace it without charge. A fee to cover the transponder replacement costs will be assessed for transponders that are defaced, altered, damaged, or show other signs of misuse.

- e. Lost or Stolen.** If your transponder is lost or stolen, you must notify the Customer Service Center immediately. You are responsible for the cost to replace the transponder and for all charges on your account until notification is received.

2.0 Account Information

Good Standing. To keep your account open and in good standing you must:

- a.** Keep current your vehicle information, make, model, license plate number and axle counts.
- b.** Keep current all personal, demographic and payment information.
- c.** Maintain a positive balance for prepaid accounts.

Closure. Your account may be closed when:

- a. You request the account to be closed.**

Any remaining balance in a registered account will be refunded, without interest and less outstanding administrative fees. Refund will be by the original method of payment, when possible, and will occur within fifteen (15) days of your account closure request.

- b. The account shows a negative or zero balance.**

Any negative balance and/or outstanding tolls and fees must be paid in full immediately or may be subject to collection procedures and legal action by the State of Washington.

- c. There has been no activity for twenty-four (24) consecutive months.**

A "Notice of Inactivity" will be sent after eighteen (18) months of inactivity. After twenty four (24) months of inactivity, the account will be closed. Any

remaining balance in a registered account will be refunded in the original method of payment received without interest and less any outstanding administrative fees.

3.0 Automatic Account Replenishment

The minimum replenishment amount for private accounts is \$30 for six (6) or fewer vehicles. You may place more than the minimum in your account at any time. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you arrange for Automatic Account Replenishment, you agree to the following:

- a.** Account replenishment can be established by credit card or Automated Clearing House (ACH). When your account balance falls below the minimum balance, the account will automatically be replenished for a minimum of \$30, or as otherwise identified on your application.
- b.** If your automatic payment method is declined more than twice at the time your automatic replenishment payment is due, your account will be changed to manual replenishment. You must contact the Customer Service Center to re-establish automatic replenishment.
- c.** The Customer Service Center may adjust replenishment amounts based on a Customer's usage patterns over the prior three (3) months. Prior to such adjustment, customers will be notified of any replenishment adjustments as part of the monthly statement, and may contact the Customer Service Center to decline this replenishment option.

- d.** This section is hereby deleted.

- e.** Interest will not be paid on prepaid account balances or deposits.

4.0 Manual Account Replenishment

The minimum replenishment amount for private accounts is \$30 for six (6) or fewer vehicles. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you do not choose the Automatic Account Replenishment option, you must maintain and replenish your account and agree to the following:

- a.** Payment for replenishment may be by credit card, check, money order, or cash (in person at a Customer Service Center). Do not send cash in the

mail. The Customer Service Center reserves the right to refuse temporary checks. If check payments are returned for insufficient funds, the account holder will be charged a fee of \$30.00 and may be required to replenish their account with certified funds or cash for future transactions.

b. This section is hereby deleted.

c. Interest will not be paid on prepaid account balances or deposits.

5.0 Disputes

You may contest fees and tolls applied to your account by submitting your dispute to the Customer Service Center within six (6) months of the transaction in question. Disputes will be accepted by mail, fax, telephone calls and emails. If the fee or toll is rescinded or adjusted, your account will be credited.

6.0 Video Tolls (Vtoll)

A Vtoll is a transaction for the use of a *Good To Go!* toll lane, where photo enforcement is in place, when the required toll is not collected either via electronic toll collection or manual payment at a tollbooth. It may occur when your account has an insufficient balance, when your transponder is not functioning or improperly mounted, or at any time you take an unregistered vehicle through the toll lane without remitting the toll due.

a. Vtoll by debit. If an account holder's transponder is not detected, a photo monitoring system captures the vehicle's license plate. If the license plate number is listed in your account, the transaction will be processed as a "Vtoll by debit" with the appropriate toll deducted from your account. A nominal administrative fee may apply to your account. A letter may also be sent to you of the undetected transponder.

b. This section is hereby deleted.

7.0 Termination

Either the Customer Service Center or you, the Customer, may terminate this Agreement at any time and for any reason. If your account is terminated, the Customer Service Center will refund any amount in your account remaining after tolls, costs and fees have been paid. No refunds may be provided for unregistered accounts.

8.0 Privacy Policy

The *Good To Go!* Privacy Policy is subject to the requirements of state and federal law and may be amended at any time in accordance with applicable statutory requirements. Notice of any changes to this Privacy Policy will be available via e-mail, on your account statement and/or at the walk-in Customer Service Center(s). Notices will also be posted on the web site.

Good To Go! will not sell or share the *Good To Go!* customer list with outside marketers. *Good To Go!* will only collect and retain customer information that is necessary and essential to properly conduct and record transactions, deposits and fees and to inform customers of their account status and/or changes to this Agreement. Information collected by the Customer Service Center relative to an individual customer's usage will not be released except under the following circumstances:

a. In response to a court order for specific information.

b. At the request of authorized law enforcement officials/agencies in the conduct of criminal investigations.

c. At the request of the individual account holder with proper identification.

d. As reasonably necessary to collect unpaid tolls.

e. Or as otherwise required by law.

Good To Go! may use the transponder data, or may authorize any other governmental agencies to use transponder data to collect anonymous traffic, travel or other statistical information.

More information on the privacy guidelines can be found at the Washington State Department of Transportation's web site at <http://wsdot.wa.gov>.

9.0 Administrative Fees/WAC 468-300-860

An administrative fee may be applied under the following circumstances:

a. Account statement fee when delivered via United States Postal Service mail.

b. After twenty-four (24) consecutive months of no toll activity, your account will be assessed up to a \$5.00 administrative fee. Any remaining funds after

the account has been closed will be refunded without interest.

c. Vtoll by debit – A nominal administrative fee may be assessed when the Vtoll can be debited from your *Good To Go!* account.

d. This section is hereby deleted.

e. Transponder fees to cover costs.

This section is hereby replaced with the following language:

Transponder fees are applicable for interior and exterior mounted transponders, as well as any transponder accessories. The Customer Service Center will assess fees for all new and additional transponders acquired on an account.

Actual administrative fees are subject to change and current fees will be posted at the Customer Service Centers, on your account statement, and on-line at <http://wsdot.wa.gov/goodtogo>.

f. Returned check fee of \$30.

Actual administrative fees are subject to change and current fees will be posted at the Customer Service Centers, on your account statement, and on-line at <http://wsdot.wa.gov/goodtogo>.

10.0 Amendments

The Customer Service Center may periodically make changes or amendments to the terms and conditions of the Agreement. You will receive notice of any such changes via e-mail, on your account statement and/or at the walk-in Customer Service Center(s). Notices will also be posted on the web site. Use of your transponder, including your C-VISN transponder beginning ten (10) days after such notice is provided shall constitute your agreement to the amended terms and conditions of the Agreement.

11.0 Liability

The Customer Service Center shall have no obligation or liability to the Customer with respect to use or performance of the transponder. The Customer agrees to indemnify and hold the Customer Service Center and all other operating agencies, their agents, representatives and respective employees harmless from and against any damage, loss, cost, expense, injury or liability relating to, arising from or as the result of use or, the performance of the transponder or as the result of inaccurate customer account information.